

**EQUIPMENT LEASE AGREEMENT
BETWEEN
SANTA FE COUNTY AND
CHRISTUS ST. VINCENT REGIONAL MEDICAL CENTER**

This Equipment Lease Agreement ("Lease") is made and entered into on this 21st day of June, 2010, ("the Effective Date") by and between Santa Fe County ("Lessor") and CHRISTUS St. Vincent Regional Medical Center ("Lessee").

Lessor is the owner of equipment and data related to the operation of the CARE Connection Assessment Center and Sobering Center ("Center"). Lessor is making available a lease to the equipment and data designated on Exhibit "A" ("Leased Property").

Lessor desires to lease the Leased Property to Lessee, and Lessee desires to lease the Leased Property from Lessor for the term, at the rental and upon the provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

1. Term.

A. The Term of the Lease shall begin on the 21st day of June, 2010, and end on the 31st day of August, 2011 ("Term"). Lessor shall use its best efforts to put Lessee in possession of the Leased Property on the beginning of the Lease term. If Lessor is unable to timely provide the Leased Property, rent shall abate for the period of delay. Lessee shall make no other claim against Lessor for any such delay.

B. Either party may issue a termination of the Lease upon five days' prior written notice; provided, however, this Lease shall terminate not later than the termination of the Property Lease Agreement between Lessor and Lessee. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as contained in this Lease.

2. Rent.

Lessee shall pay to Lessor during the Initial Term rent in the amount of nine hundred sixteen dollars and fifty-three cents (\$916.53.00) per month, due and payable on or before the first day of each calendar month at the following address: 102 Grant Avenue, P.O. Box 276, Santa Fe, N.M. 87504-2076. The rental payment amount for any partial calendar months shall be prorated on a daily basis.

3. Conditions of Lease.

A. Lessee agrees to use the Leased Property for the sole and exclusive purpose of operating the Center to provide healthcare resources to the community. Lessor hereby grants Lessee all rights, titles and privileges to use the equipment and to access the data of the Leased Property in connection with Lessee's operation of the Center in accordance with the terms of this Lease.

B. Lessee agrees to keep and maintain the Leased Property in good order, condition and repair. Lessee shall be solely responsible for providing ink, toner cartridges and other consumables for the equipment.

4. Sublease and Assignment.

Lessee shall not assign this Lease without Lessor's written consent to a business with which Lessee may merge or consolidate, to any subsidiary of Lessee, to any corporation under common control with Lessee, or to a purchaser of substantially all of Lessee's assets. Further, Lessee shall not sublease all or any part of the Leased Property, or assign this Lease in whole or in part without Lessor's written consent.

5. Repairs.

During the Initial Term of the Lease and any successive renewal thereof, Lessee shall make, at Lessee's expense, all necessary repairs to the Leased Property. Repairs shall include such items as routine repairs of the Leased Property damaged or worn through normal occupancy, subject to the obligations of the parties otherwise set forth in this Lease.

67. Property Taxes.

If applicable, Lessee shall be responsible for paying all personal property taxes with respect to Lessee's personal property at the Leased Property.

7. Insurance.

The Lessee shall ensure that the Leased Property is covered by and under the insurance required under the Property Lease between the parties.

9. Damage and Destruction.

If the Leased Property or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Lessee or by any of Lessee's agents, employees or invitees, that the same cannot be used for Lessee's purposes and the Lessor is unable or unwilling to provide alternative Property for Lessee's use to conduct the Center's operations, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this Lease as of the date of such damage. Lessee shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Property are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's purposes.

10. Default.

In the event of a default made by Lessee in the payment of rent when due to Lessor, Lessee shall have fifteen (15) days after receipt of written notice thereof to cure such default. In the event of a default made by Lessee in any of the other covenants or conditions to be kept, observed and performed by Lessee under this Lease, Lessee shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event that the Lessee shall fail to cure any default within the time allowed under this paragraph, Lessor may declare the term of this Lease ended and terminated by giving Lessee written notice of such intention. Lessor shall have, in addition to the remedy above provided, any other right or remedy available to Lessor on account of any Lessee default, either in law or equity. Lessor shall use reasonable efforts to mitigate its damages.

11. Termination.

Either party may terminate this Lease with five (5) days prior written notice to the other party. In the event either party terminates this Lease, the Lessee shall make available to Lessor the Leased Property at the location of the Leased Property.

12. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Lessor:

Santa Fe County
Santa Fe County Attorney's Office
102 Grant Avenue
P.O. Box 276
Santa Fe, N.M. 875040276

Lessee:

CHRISTUS St. Vincent Regional Medical Center
455 St. Michael's Drive
Santa Fe, NM 87504
Attn: Chief Executive Officer

Lessor and Lessee shall each have the right from time to time to change the place notice is to be given under this Section by written notice thereof to the other party.

13. Waiver.

No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express

waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

14. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

15. Successors.

The provisions of this Lease shall extend to and be binding upon Lessor and Lessee and their respective legal representatives, successors and assigns.

16. Consent.

Lessor and Lessee shall not unreasonably withhold or delay their consent with respect to any matter for which Lessor's or Lessee's consent is required or desirable under this Lease.

17. Final Agreement and Amendments.

This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be amended only by a further writing that is duly executed by both parties.

18. Indemnity.

A. The Lessee shall defend, indemnify, and hold harmless the Lessor and its officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Lessee's activities and use of the Leased Property under this Lease, including but not limited to, the Lessee's breach of any of its obligations under this Lease.

B. The Lessee agrees that the Lessor shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the Lessor and that such suit will not be settled without the Lessor's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the Lessor and the Lessee in such demand, suit, or cause of action, counsel shall be retained by Lessee to represent the Lessor's interest.

C. The Lessee's obligations under this Section shall not be limited by the provisions of any insurance policy the Lessee is required to maintain under this Lease.

19. New Mexico Tort Claims Act.

No provision of this Lease modifies or waives any sovereign immunity or limitation of liability enjoyed by the Lessor or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-1-1, et seq.

20. Independent Entity.

The Lessee and its agents and employees are independent entities and are not employees or agents of the Lessor. Accordingly, the Lessee and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use the Lessor's vehicles, or participate in any other benefits afforded to employees of Lessor. Except as may be expressly authorized elsewhere in this Lease, the Lessee has no authority to bind, represent, or otherwise act on behalf of the Lessor and agrees not to do so.

21. Scope of Agreement; Merger.

This Lease incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Lease. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid and enforceable unless embodied in this Lease.

22. Force Majeure.

Whenever a period of time is herein prescribed for action to be taken by either party, said party shall not be liable or responsible for, and there shall be excluded from the computation for any period of time, any delays due to strikes, riots, acts of God, war, restrictive governmental laws or regulations or any other causes of any kind whatsoever which are beyond the control of the parties.

23. Applicable Law.

This Lease shall be construed in accordance and governed by the laws of the State of New Mexico and federal and state regulations where directly applicable. Lessee agrees that any disputes regarding this lease shall be resolved in the state district court located in Santa Fe County, New Mexico.

24. Release.

Upon the expiration or termination of this Lease, the Lessee releases the Lessor, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Lease.

25. Severability.

If any clause or provision of this Lease is declared to be illegal, invalid or unenforceable by a court of competent jurisdiction, then and in that event, the remainder of this Lease shall not be affected thereby, and that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

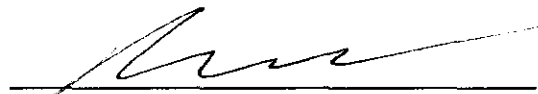
LESSOR:
SANTA FE COUNTY



Interim County Manager

7-14-10
Date

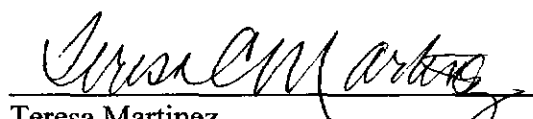
APPROVED AS TO FORM:



Stephen C. Ross
Santa Fe County Attorney

7-14-10
Date

FINANCE DEPARTMENT APPROVAL:

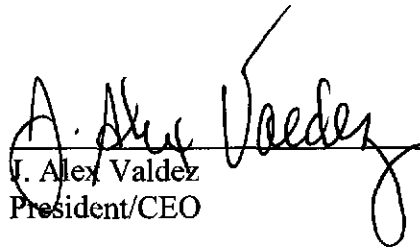


Teresa Martinez
Santa Fe County Finance Director

7/16/10
Date

LESSEE:

CHRISTUS ST. VINCENT REGIONAL MEDICAL CENTER


J. Alex Valdez
President/CEO

7-9-10
Date

FEDERAL TAX I.D. NUMBER: 850106941

EXHIBIT A

The following equipment and other personal property shall be included in the meaning of "Leased Property" as used and defined in this Lease:

EXHIBIT

Fixed Assets

<u>PC/Printer Model</u>	<u>Tax/Ser #</u>	<u>Cost</u>	<u>Life</u>	<u>Monthly Total</u>
Printer HP LJ 1320	CND5150C0	\$ 500.00	3 years	\$ 13.88
Printer Dell 1710	P/N 0N9585	\$ 500.00	3 years	\$ 13.88
Printer HP LJ 1012	S/N CNFB878396	\$ 100.00	3 years	\$ 2.77
Printer HP LJ 1022	S/N CNBC6354C6	\$ 100.00	3 years	\$ 2.77
Printer HP LJ 1320	S/N CNDC530598	\$ 100.00	3 years	\$ 2.77
Printer HP LJ 1022	S/N CNBC63J4D9	\$ 100.00	3 years	\$ 2.77
Printer HP LJ 1012	S/N CNFB878375	\$ 100.00	3 years	\$ 2.77
Printer Dell 1710	TAG # 88F2X91	\$ 500.00	3 years	\$ 13.88
Printer HP LJ 1022	FA017499	\$ 100.00	3 years	\$ 2.77
Printer HP LJ 1022	S/N VNB3C63653	\$ 100.00	3 years	\$ 2.77
Printer JP LJ 1012	S/N CNFB878403	\$ 100.00	3 Years	\$ 2.77
Printer HP LJ 1022	SN VNB3H54633	\$ 100.00	3 years	\$ 2.77
ASI-Printer HP LJ 5000N	IE013654	\$3,000.00	5 years	\$ 50.00
Printer HP 2420	FA016713	\$1,000.00	3 years	\$ 27.77
Fax Brother 2820	X/N U61325M6J489148	\$ 500.00	3 years	\$ 13.88
Printer Cannon MF 6530	S/N SLX64135	\$ 100.00	3 years	\$ 2.77
Printer HP LJ 1012	S/N CNFB878404	\$ 100.00	3 years	\$ 2.77
HP Scanjet 7800	S/N CN61KA109C	\$ 100.00	3 years	\$ 2.77

SOFTWARE:

Website Real time:	\$750.00/month	\$750.00
Relevant Client Electronic Data Forms, Contracts, Favorites		
	Monthly Total:	\$916.53